



# XO SERVICE ORDER AGREEMENT

Date: 03/15/2012

Quote #: 7-DO-39927447

SalesMgr: FOWLKES, VICKI

Request Service Date: 7/1/2012

Contract Term: 3 YR

Customer: GESTALT COMMUNITY SCHOOLS

Tax ID:

Primary Contact: CONRAD, COLE

Location #: 72148965731

Customer: GESTALT COMMUNITY SCHOOLS

Main Phone: (901)213-5160

Address 1: 815 BREEDLOVE ST

City: MEMPHIS

State: TN

Media for Bill Detail: Print Summ Bus Center Suppress

International LD Restriction: Y

Main Fax:

Zip: 38107

Country: USA

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
DIA - Ethernet Rate Limited	1	3 YR	\$0.00	\$ 0.00	\$ 0.00	\$ 0.00
DIA - 20 MB	1	3 YR	\$170.00	\$ 170.00	\$ 0.00	\$ 0.00
Ethernet Access On Net Fiber	1	3 YR	\$1383.00	\$ 1383.00	\$ 0.00	\$ 0.00
Cisco 3845 100 M	1	3 YR	\$200.00	\$ 200.00	\$ 0.00	\$ 0.00
Monthly MRC: \$1753.00		Total Discount: \$0.00		Total Installation/NRC: \$0.00		Total Annual Fees: \$0.00

Location #: 72149409471

Customer: GESTALT COMMUNITY SCHOOLS

Main Phone: (901)213-5160

Address 1: 6120 WINCHESTER RD

City: MEMPHIS

State: TN

Media for Bill Detail: Print Summ Bus Center Suppress

International LD Restriction: Y

Main Fax:

Zip: 38115

Country: USA

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
DIA - Ethernet Rate Limited	1	3 YR	\$0.00	\$ 0.00	\$ 0.00	\$ 0.00
DIA - 50 MB	1	3 YR	\$300.00	\$ 300.00	\$ 0.00	\$ 0.00
Ethernet Access On Net Fiber	1	3 YR	\$1383.00	\$ 1383.00	\$ 0.00	\$ 0.00
Cisco 3845 100 M	1	3 YR	\$200.00	\$ 200.00	\$ 0.00	\$ 0.00
Monthly MRC: \$1883.00		Total Discount: \$0.00		Total Installation/NRC: \$0.00		Total Annual Fees: \$0.00

## Order Totals

Total MRC: \$3636.00

Grand Total Discount: \$0.00

Grand Total MRC: \$3636.00

Grand Total NRC: \$0.00

Grand Total Annual Fees: \$0.00

### THE APPENDED "XO SERVICE ORDER TERMS" ARE INCORPORATED INTO AND MADE PART OF THIS "SERVICE ORDER AGREEMENT."

By executing this Service Order Agreement (with its appended "XO Service Order Terms" and other Documents, if applicable) ("SOA"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the "General Terms and Conditions" and applicable "Supplemental Product Terms and Conditions" (Including "Additional Definitions" and "Miscellaneous Charges") (collectively, "Terms and Conditions") located at [www.terms.xo.com](http://www.terms.xo.com), unless those Terms and Conditions are permitted to be and, in fact, are expressly superseded by terms and conditions, including rates and charges, contained in this SOA. It is the intent of the parties to incorporate via reference into this SOA all applicable website terms and conditions located at [www.terms.xo.com](http://www.terms.xo.com), as they may be modified from time to time consistent with this SOA.

Customer shall pay the "Grand Order Totals" of charges set forth above, which amounts in all instances are exclusive of taxes, surcharges, and fees to be imposed by XO including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law. If there are any discrepancies between the Grand Order Totals of charges shown above and charges appearing elsewhere in this Agreement, the Grand Order Total of charges shall be controlling.

Customer authorizes XO to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for XO to establish Customer's account and provision and maintain Service. Customer shall furnish such executed "letters of agency" to XO or its designee as may be required in connection with Service.

If a "Master Service Agreement" ("MSA") or "Master Services Order Agreement" ("MSOA") (or their equivalents) exists between Customer and XO and is in effect as of the date of this SOA, Service will be furnished pursuant to such MSA or MSOA, except that the charges set forth in this SOA shall apply. If said MSA or MSOA (or their equivalents) does not include the applicable product Exhibit for the Service requested, the Terms and Conditions set forth at [www.terms.xo.com](http://www.terms.xo.com) and incorporated herein will apply to the Service.

The undersigned represents that he/she is authorized to enter into this SOA on behalf of Customer.

Customer must sign (and if applicable, check and initial immediately below its acknowledgement and receipt of the Documents shown) and deliver this SOA, without modification, to XO within thirty (30) days of the "Date" (not the "Request Service Date") set forth at Page 1 hereof, or XO may decline to provide the Service offered.

**CUSTOMER: GESTALT COMMUNITY SCHOOLS**

**XO COMMUNICATIONS SERVICES, LLC**

\_\_\_\_\_  
Authorized Customer Representative's Signature

\_\_\_\_\_  
Authorized XO Representative's Signature

\_\_\_\_\_  
Authorized Customer Representative's Name

\_\_\_\_\_  
Authorized XO Representative's Name

\_\_\_\_\_  
Authorized Customer Representative's Title

\_\_\_\_\_  
Authorized XO Representative's Title

\_\_\_\_\_  
Date Signed by Customer

\_\_\_\_\_  
Date Signed by XO

(Sales Manager or above)

Date: 03/15/2012

Sales Rep: SMITH, JUSTIN

Sales Rep Phone:

Customer: GESTALT COMMUNITY SCHOOLS

Main Phone: (901)213-5160

Main Fax:

Tax ID:

Primary Contact: CONRAD, COLE

Address 1: 3175 LENOX PARK BLVD

City: MEMPHIS

State: TN

Zip: 38115

Country: USA

**Additional Information:** (None of the information provided below is intended, nor may it be interpreted, to vary or modify in any way the terms and conditions, including prices, contained elsewhere in this SOA or in applicable Terms and Conditions established at [www.terms.xo.com.](http://www.terms.xo.com) )

## XO Service Order Terms

A. **SERVICE.** The Services to be furnished are identified in this SOA, the Terms and Conditions incorporated herein (and located at [www.terms.xo.com](http://www.terms.xo.com)) and in any Schedules, Addenda, Appendices or Exhibits appended hereto and made part hereof ("Agreement"). Service also may be provided pursuant to tariffs on file with regulatory agencies, in which event the applicable tariffs will be incorporated herein and made part of this SOA. In the event of a conflict between the rates, terms and conditions set forth in this SOA, (including these XO Service Order Terms and the Terms and Conditions), and those established in any applicable tariff, the tariff will govern to the extent of the inconsistency. Upon cancellation of any tariff, these XO Service Order Terms and the Terms and Conditions will apply, except in California, where applicable terms and conditions established in a Product Document will apply. And, when applicable, Service will be subject to XO's "Acceptable Use Policy" ("AUP") found at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html).

B. **TERM.** The initial term of Service ("Initial Term") will be as set forth in the SOA and will begin on the Start of Service Date.

C. **CUSTOMER TERMINATION FOR CONVENIENCE.** If Customer elects to terminate Service for convenience, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent term of Service, it must provide XO with written notice of its request to disconnect Service(s). Such notice must identify with specificity the Service to be disconnected (e.g., Circuit Identification Number, the A and Z locations of Service) and the requested effective date of disconnection, which date, except as set forth herein, may not be less than forty-five (45) days from the date the notice is received by XO. The forty-five (45) day notice period set forth above will not apply to: (1) Carrier Services' customers; (2) tariffed services provided in Minnesota, New Jersey, Pennsylvania and Washington; (3) customers of tariffed or non-tariffed services in California; or (4) if the term of Service is month-to-month, the notification requirement will be thirty (30) days. Any attempted termination via any other method or approach will not be effective. Customer will be liable for applicable early termination charges.

D. **COMPANY TERMINATION FOR DEFAULT.** If Company terminates Service, in whole or in part, for cause, Customer will be liable for applicable cancellation or early termination charges.

E. **RATES AND CHARGES.** Service rates and charges will be as set forth in the Terms and Conditions or in this SOA and will remain in effect during the Initial Term, unless otherwise specified in this Agreement or where subject to tariff. In the event of a conflict between the rates and charges set forth in the Terms and Conditions and those established in this SOA, the rates and charges set forth in this SOA will govern.

F. **PAYMENT.** Customer will pay for Service by check sent to an address specified by XO, by wire transfer sent in accordance with applicable instructions provided by XO, or by such other method approved by XO and communicated to Customer. All invoices are due within thirty (30) days of invoice date. Any invoice not paid in full within said period will be past due and subject to a late payment fee of the lesser of 1.5% per month or the maximum rate permitted by applicable law on all past-due balances.

G. **CREDIT AUTHORIZATION.** Customer acknowledges that XO's acquisition of credit information from third parties is not an extension of "credit" to Customer. As a result of any credit inquiry, XO may impose alternative payment requirements on Customer, including the submission, upon demand, of a cash deposit, bond or other financial assurance of payment. Acceptance by Customer of

such an alternative payment method may be a condition precedent to the initial or continued provision of Service to Customer.

H. **CANCELLATION BEFORE START OF SERVICE DATE.** If Customer cancels Service or breaches this Agreement after its execution but prior to the Start of Service Date, Customer will be subject to applicable cancellation fees and other payment requirements established in the Terms and Conditions or in this SOA.

I. **START OF SERVICE DATE.** The Start of Service Date, unless otherwise specified in writing, will be the date Customer is notified by Company that Service is available for use. Billing will commence on the Start of Service Date.

J. **COMPLETE AGREEMENT.** This Agreement represents the complete agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, except for any MSA, CSA, or MSOA (or their equivalents) existing between the parties as of the date of this SOA. By its signature on this SOA, Customer acknowledges and accepts that the Terms and Conditions including, but not limited to, those relating to billing and payment, default, warranties, dispute resolution, indemnification and limitations of liability located at [www.terms.xo.com](http://www.terms.xo.com) are incorporated into and made part of the Agreement.

K. **CHANGES.** This Agreement may be modified only by written amendment of this SOA, or by changes made by XO from time to time to applicable tariffs, the Terms and Conditions or the AUP, as required or permitted by law. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to affect the terms of this Agreement. Any purported modification of the SOA not signed by XO will be null and void and will subject the Agreement to immediate termination. Customer will be bound by any Agreement modifications made by XO via changes to tariffs or the Terms and Conditions located at [www.terms.xo.com](http://www.terms.xo.com) effective, respectively, upon the tariff changes taking effect or the passing of the notice period following their posting at [www.terms.xo.com](http://www.terms.xo.com), or upon the posting of changes to the AUP located at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html). The referenced XO websites containing the Terms and Conditions and the AUP will be accessible by Customer at all times. Customer will be provided with at least fifteen (15) days prior notice of any modification of the Terms and Conditions that might materially and adversely affect Customer ("Notice Period"). Notice may be furnished by: (1) a message included with an invoice; (2) a postcard or letter; (3) calling and speaking to Customer or leaving a message; or (4) e-mail, if the Customer has consented to its use. Customer may within the Notice Period, elect to discontinue Service in accordance with Section C above, and avoid the effects of the modification. In such event, Customer will not be liable for early termination charges. In addition, any material modifications of the Terms and Conditions will be published at [www.terms.xo.com](http://www.terms.xo.com) at least fifteen (15) days in advance of their taking effect. In no event will any modification made by XO diminish, or be deemed to diminish, any Service Level Agreement applicable to Service and contained in the Supplemental Product Terms and Conditions. Upon Customer request made by calling 1-888-699-6398, XO will furnish a hard copy of the website terms and conditions applicable to Service at the time of the Customer request.

L. **JURISDICTION AND VENUE.** This Agreement will be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws. Customer consents to the exclusive jurisdiction and venue of the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia.